

The Plaza

April 26, 2005

To Whom It May Concern:

This letter is to verify that Mr. Carlos Rivera has been an employee of The Plaza Hotel. Mr. Rivera started with us on October 22, 1988 as a Busperson in our Oak Room Restaurant. He then transferred to our Beverage Department as a Barback on October 21, 1990 and on September 15, 1996 he was promoted to the position of Bartender. Mr. Rivera has always shown himself to be a hardworking, consistent and dedicated employee. He always appears to be cheerful and friendly with a high regard for the comfort and well being of our guests.

If you are in need of further assistance, please do not hesitate to contact me at 212-546-5326.

Sincerely,


David C. Jones
Human Resources Manager
Human Resources Department

DCJ/dcj

FIFTH AVENUE AT CENTRAL PARK SOUTH NEW YORK, N.Y. 10019 • 212 PLAZA 9-3000

Exhibit “L”



November 29, 2006

Carlos R.Rivera
66 Lexington Avenue
Maplewood, NJ 07040
U.S.A.

Dear Carlos,

The Plaza hotel has been closed since April 2005 and plans are now underway for its re-opening.

Our records show that you have not accepted enhanced severance pay under the Agreement between CPS 1 REALTY LP ("Owner") and the New York Hotel & Motel Trades Council ("Union"). Therefore, you have retained your recall rights to The Plaza hotel upon re-opening.

As of the date of this letter, we expect that the hotel will re-open in June, 2007.

When it re-opens, the hotel will be smaller than the old Plaza hotel and have fewer positions available. Accordingly, your right to be recalled into your previous job classification is determined by your seniority within your classification and the number of available openings within that classification. Unfortunately, the job classification you occupied prior to closing will not exist.

As per the agreement, you are entitled to enhanced severance benefits. The enhanced severance benefits will be paid to you upon your execution of the General Release.

It is our intent to follow the terms of the agreement; nothing contained herein should be construed as a modification of that agreement.

We wish you the very best in your future endeavors.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Martin".

John Martin
Corporate Director, Employee Relations

cc: Union



Exhibit “M”

August 10, 2007

Mr. Michael Simo
New York Hotel and Motel Trades Council
Vice President & Regional Director
707 Eighth Avenue
New York, NY 10036

Dear Mr. Simo:

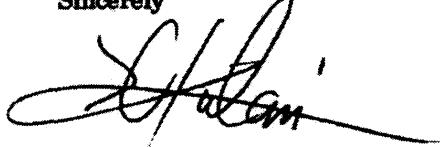
I was with The Plaza as a director of international sales for Asian market from November 1994 until February 14, 2005. I am writing today about Mr. Carlos Rivera who used to work at the Plaza as well.

As an employee of Food and Beverage department, Mr. Carlos Rivera was with The Plaza from 1988 until the closure of the hotel in April 2005. He was a bartender at Oak Bar for the last four years. Prior to this function, he had been bartending at various stations including Service Bar.

Every time I had meetings with my clients in the Oak Bark, I saw Carlos inside the counter during the above said period. Besides, in the busy season, I saw him coming out to banquet parties after his Oak Bar's shift.

Since it is obvious that his experience and knowledge of the work is an asset to the Plaza, I would like to recommend him for Oak Bar, Service bar or wherever liquor skills are required.

Sincerely



Kenny Okutani
401 East 80th Street 7-G
New York, N.Y. 10075

Exhibit “N”

PS
JAN 25 2008

January 25, 2008

Carlos Rivera
66 Lexington Avenue
Maplewood, NJ 07040

Dear Carlos,

Our records show that you have not accepted enhanced severance pay and you retained your recall right to The Plaza hotel upon its re-opening.

It gives me great pleasure to inform you that you will be reinstated to the position of Bartender at The Plaza effective February 11th, 2008 at which time you will begin the training program for the "new Plaza." Please report to the 58th Street entrance at 9:00am.

Please contact us by 12pm on Friday, February 1st, 2008 to confirm your intention of returning to The Plaza effective February 11th, 2008, failing which we will assume that you do not intend to return to the hotel.

The training period will introduce you to the new Plaza hotel five-star/five-diamond standards. You will be required to meet the new hotel standards.

We look forward to working with you in making the new Plaza Hotel the finest hotel in the world.

Should you have any questions pertaining to this recall please contact me at 212-546-5214.

Very truly yours,

Rajan Lai
Rajan Lai
Director, Human Resources

CC: Union

5th Avenue at Central Park South
New York, New York 10019
T 212 759 3000 F 212 759 3001

A EVERMONT MANAGED HOTEL

Exhibit “O”

Housekeeping Department Weekly Schedule

Day	Sunday	24-Feb-08	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Date			0	0	0	0	0	0	0
Occupancy	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
# of Guest Departures	0								
Anthony Evangelista			7.00	7.00	7.00	7.00	7.00	7.00	7.00
Brian Simpson			9.00	9.00	9.00	9.00	9.00	9.00	9.00
Michael Frohmeier or Brian			11.00	11.00	11.00	11.00	11.00	11.00	11.00
Hospitality Coordinator 1			XXX	9.00	9.00	9.00	9.00	9.00	XXX
Champagne Lounge			XXX	17.00	17.00	17.00	17.00	17.00	XXX
Francisco Marquez-Almaraz			XXX	13.30	13.30	13.30	13.30	13.30	XXX
Champagne Lounge			XXX	9.00	9.30	9.30	9.30	9.30	XXX
Abdelaziz Zaldi			XXX	17.00	13.30	23.30	23.30	23.30	XXX
Champagne Lounge			XXX	6.00	9.00	9.00	9.00	9.00	XXX
Lawrence Goblin			XXX	14.00	17.00	XXX	23.30	23.30	XXX
Champagne Lounge			XXX	15.30	XXX	5.30	9.00	15.30	XXX
Budi Setyo			XXX	23.30	XXX	13.30	17.00	23.30	XXX
Champagne Lounge			XXX						

Barbara									
Jamyle Westcott									
Champagne Lounge									
Rob Kenyon									
Champagne Lounge									
Scott Teague									
Champagne Lounge									
Eric Smades									
Champagne Lounge									
Carlos Rivera									
Champagne Lounge									
Emanuele Fiuco									
Champagne Lounge									
Jose Jimenez									
Champagne Lounge									
Jorge Diaz									
Champagne Lounge									

Exhibit “P”

Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effects of alcohol and drugs.

Any involvement with alcohol/drugs which adversely affects the workplace or the work environment will not be tolerated. Employees will be subject to appropriate discipline up to and including immediate discharge for violations of this policy.

DISCRIMINATION & HARASSMENT PREVENTION

Fairmont Hotels & Resorts is committed to providing and maintaining a workplace that is free from discrimination and harassment contrary to law, where employees are accorded equality of employment opportunity based on merit and ability.

Fairmont Hotels & Resorts is committed to administering Human Resources policies and practices in accordance with Human Rights legislation, Equal Employment Opportunity legislation and all Federal, State, Provincial and local legislation ("legislation") and the Code of Ethics. Each employee has the right to work in an environment that is free from harassment and discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, sex, sexual orientation, age, record of offenses, marital status, family status, pregnancy, disability or any other ground listed in legislation (called "prohibited grounds").

Sexual Harassment

Fairmont Hotels & Resorts will not accept behaviour that could in any manner be classified as sexual harassment, and will make every reasonable effort to ensure that no one, male or female, is subject to sexual harassment.

Coverage

This policy covers interactions between employees, leaders and employees, employees and guests, and employees and contractors. (Others who would be covered include family and friends of Fairmont employees attending work-related functions.)

Definitions

Workplace

For the purpose of this policy Fairmont Hotels & Resorts will consider, but will not be limited by, the following as it determines where and when this policy will apply:

Any Fairmont hotel, including all areas of the property, as well as housing provided to employees as it relates to their employment;

Other locations or situations such as business-related travel or work-related social gatherings;

Other locations or situations where a prohibited behaviour has a discriminating or harassing impact on the workplace environment.

Discrimination

is defined as the denial of equal treatment in employment because of a prohibited ground under legislation.

Harassment

is defined as any course of conduct, comment or gesture relating to a person's race, age, disability or other prohibited ground, that is known, or ought reasonably to be known, to be unwelcome, or that is likely to cause offence or humiliation to any employee.

Poisoned/Hostile Work Environment

is defined as a work environment that is "poisoned" or negatively affected by discriminatory or harassing conduct, even if not directed at a specific individual.

Condonation

is defined as a course of behaviour where a manager or supervisor has become aware that discrimination or harassment may be occurring and he or she does not demonstrate due diligence in taking the necessary actions to stop it.

Sexual Harassment

is defined as any course of conduct, comment, gesture or contact of a sexual nature that is known, or ought reasonably to be known, to be unwelcome, or that is likely to cause offence or humiliation to any employee.

Sexual Harassment may also involve "quid pro quo" situations – where a person in a position of authority solicits sexual activity and the solicitation is known, or ought reasonably to be known, to be unwelcome, or where the person in authority threatens retaliation if the other person refuses the sexual solicitation, or it becomes a basis for employment decisions, or interferes with an employee's work performance.

Examples of Harassment

Harassment may be intended or unintended and it may be one incident or a series of incidents. Harassment may include (but is not limited to) the following:

Unwelcome gestures, remarks, messages, jokes, innuendoes or taunting about a person's race, age, disability or any other prohibited ground;

Displaying offensive, derogatory, or racist pictures or material;

Practical jokes related to a prohibited ground, which cause awkwardness or embarrassment;

Displaying or transmitting sexually suggestive or pornographic pictures or material;

Leering or other gestures of a sexually suggestive nature;

Unwelcome suggestive remarks, jokes, innuendoes or taunting about a person's body or sex;

Unnecessary physical contact such as touching, patting, or pinching;

Unwelcome invitations or requests, whether direct or indirect, intimidation or any other comments that might be construed as demands for sexual favours;
Sexual assault of any type;

Harassment may be considered to have occurred where behavior would have the reasonable impact of being demeaning, embarrassing, intrusive or intimidating based on a prohibited ground. Harassment will be considered to have taken place if a person knows, or ought reasonably to have known, that such behavior was unwelcome. Employees are encouraged to report incidents of harassment.

PROCEDURES

1. Manager and Supervisor Responsibilities

Management is responsible for ensuring that the work environment is free from discrimination and harassment by:

- a. Posting this policy in an area accessible to all employees and communicating this policy at orientation and annually thereafter.
- b. Responding appropriately and efficiently to any known incidents of discrimination or harassment and communicating these immediately to the Director, Human Resources, General Manager or Corporate Human Resources. Failure to take such action amounts to condonation of the behaviour.
- c. Ensuring that the work environment is free of printed material and other prohibited materials or behaviours which could be discriminatory or harassing.
- d. Assuring employees who complain of discrimination or harassment that their employment will not be affected in any way as a consequence of their complaint, and that bringing forth complaints in good faith is important to ensure a respectful and productive workplace.
- e. Conveying that a charge of discrimination or harassment is very serious and will be dealt with accordingly.
- f. Role modeling Fairmont Values and the employee responsibilities listed below.

2. Employee's Responsibilities

Employees are responsible for helping to ensure every employee's right to a work environment free from discrimination and harassment by:

- a. Behaving in a professional manner and treating others with respect by refusing to participate in or tolerate discrimination or harassment.
- b. Reporting known or observed incidents of discrimination or harassment and supporting colleagues to report incidents of discrimination or harassment.
- c. Respecting the confidential nature of any discrimination or harassment investigation.

3. Reporting Incidents of Discrimination or Harassment

- a. If an employee is comfortable and believes it would help, he or she should approach the offending individual and let the individual know that the comments or conduct are unwelcome or offensive. Sometimes individuals don't recognize the impact of what they are doing and when they are made aware, they stop.
- b. If an employee is not comfortable approaching the person, or if he or she has done so and the behavior has not stopped, the employee should make a complaint to his or her Director, Human Resources or Manager, or The Ethics Hotline (by calling 1-888-837-9605 within Canada and the United States, and 770-810-2638 (collect) within all other countries) or Corporate Human Resources (416-874-2641.)

4. Complaint Procedure

Every General Manager of Fairmont Hotels & Resort is responsible for ensuring that an appropriate procedure for responding to discrimination and/or harassment complaints is in place and adhered to. The complaint procedure must provide, at minimum, the following steps:

- a. Any employee who believes that he or she has been subject to discrimination or harassment should promptly voice a complaint to the Director, Human Resources, his or her Manager, The Ethics Hotline or Corporate Human Resources.
- b. Upon receiving a complaint, the Director, Human Resources or Corporate Human Resources will interview the complainant, the person alleged to have discriminated or harassed, and any witnesses to establish the facts of the case. All relevant facts should be documented accurately and completely in a fair and unbiased manner.
- c. In the event that any of the employees involved in the complaint are bound by a collective agreement, any investigation procedures of the collective agreement must be followed to the extent applicable in a given case.
- d. A decision on any action to be taken should be rendered in a reasonably timely manner.
- e. The complainant and the person alleged to have discriminated or harassed should be kept apprised of the progress of the investigation.
- f. Under no circumstances may the name of the complainant or the circumstances related to the complaint be disclosed to any person except where the disclosure is necessary for the purpose of investigating the complaint or taking disciplinary action.
- g. In the event that disciplinary action is recommended with respect to the resolution of a complaint, the General Manager must approve such disciplinary action.
- h. Employees should be aware of their right to file a complaint with the appropriate government agency.

5. Disciplinary Action

Discrimination and Harassment of any form, and condonation of such actions, is a serious offense subject to a wide range of disciplinary sanctions, up to and including discharge, and will be treated accordingly by management.

- a. The appropriate disciplinary action for any discrimination or harassment should be determined individually and should be exercised with due regard for the specific circumstances.
- b. Anyone making a charge against another employee that is found to be false, malicious, or in bad faith, will be subject to disciplinary action.
- c. Discipline could range from a verbal warning to dismissal, but disciplinary action should only be taken after all relevant information has been properly presented to the employee being disciplined, and he or she has been given the opportunity to respond to all of the allegations against him or her.

6. Retaliation, Threat of Reprisal, Reprisal

Any retaliation, threat of reprisal, or actual reprisal because someone refused to participate in an act of unlawful discrimination or harassment, submitted a good faith complaint or cooperated in an investigation of unlawful discrimination or harassment would be seen as unacceptable and grounds for disciplinary action.

7. Conclusion

Fairmont Hotels & Resorts will not tolerate discrimination or harassment of its employees, nor will it accept casual or unfair handling of harassment complaints.

Fairmont Hotels & Resorts will take whatever actions it considers necessary to provide an environment free of unlawful discrimination and harassment.

8. Additional Enforcement Information (U.S. Hotels)

Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and [insert name of applicable state agency] investigate complaints of discrimination and harassment in employment.

Employees who believe that they have been discriminated against or harassed may file a complaint with either of these agencies. Both the EEOC and [insert name of applicable state agency] serve as neutral fact-finders and attempt to help the parties voluntarily resolve disputes.

Employees may contact the nearest office of the EEOC or the [insert name of the applicable state agency] as listed in the telephone directory.

Open Door/Assurance of Fair Treatment Policy

The Plaza encourages you to make suggestions to your Supervisor regarding matters that would be helpful to Colleagues as well as to Guests. Letting problems linger by complaining about them to your Colleagues instead of discussing them with management leads to frustration, not solutions.

All managers have an open door policy and will discuss with you, to the best of their abilities, matters affecting your work. You have the right to talk to your Supervisor, your Supervisor's Manager, or any other senior management, if you believe that you

have been treated unfairly or if you have a problem concerning your work, your progress, or your future. Please feel free to discuss any concerns about your job or personal problems that may be affecting your work. No problem is too trivial to be discussed with us if it really disturbs you.

To request such a discussion, please contact either your Supervisor or Human Resources who, in turn, will arrange an appointment with your Department Manager. If the results of this discussion are unsatisfactory to you, you may ask to speak with the next level of management. This procedure may be followed all the way up to a meeting with The Plaza's General Manager, if necessary to resolve the problem.

You may rest assured that there will be no reprisals as a result of your comments. We pledge that you will receive a fair discussion and an unprejudiced answer.

ATTENDANCE

Colleagues are expected to report to work in time to permit uniform change or other pre-work preparation, but no sooner than 30 minutes before their shifts start. By the same token, Colleagues are to be off the premises no later than 30 minutes after their shift ends. If for any reason a Colleague is unable to report to work, he or she is expected to notify the department head or immediate supervisor at least two (2) hours before the start of his or her shift so that arrangements can be made to cover said shift (the same procedure as "calling in sick" applies). Colleagues must call in two hours prior to their scheduled shift and they must follow the departmental specific procedure for calling in sick.

EXCESSIVE ABSENTEEISM

Payment of sick leave is intended to provide compensation to Colleagues who are legitimately absent from work because of illness or injury.

A doctor's note will be required, releasing you back to your duties for all sick leaves of more than 2 days. Absenteeism is tracked within your department and any excessive absenteeism will be addressed and documented as such. Any Colleague who abuses sick leave will be subject to disciplinary action up to and including termination of employment.

Sick leave pay will not be paid on your scheduled day off, holidays, vacations or any other day which you are paid for time not worked.

CASH HANDLING

If your job requires you to handle cash, training will be provided to you on cash handling, including overages and shortages of funds. You are solely and exclusively responsible for the accuracy and security of your cash drawer, its contents and your assigned vault keys. Cash drawers are audited in the presence of a Colleague. Cash variances will be investigated and may result in corrective action up to and including termination.



The Plaza

COLLEAGUE HANDBOOK

All Colleagues are paid on a weekly basis and pay checks and pay stubs will be distributed by your Manager. The payroll week is from Sunday through Saturday. There are several deductions that will reduce your gross weekly pay (such as, but not limited to: city, state and federal income taxes, Union dues, 401kPlan, etc. The Hotel offers direct deposit for your convenience. Colleagues may have their pay checks direct deposited into a checking or savings account; forms are available in the Human Resources office. The other option is to receive a check which must be cashed or deposited at an appropriate institution. The Plaza does not cash payroll checks.

If you wish to have someone else pick up your check or pay stub, it is necessary for you to give that person authorization in writing to do so. The Hotel will not release your pay check/pay stub to another individual unless the Accounting Department and/or Human Resources has received written authorization.

3.6 Length of Service and Seniority

Length of service or seniority will accrue from a Colleague's most recent date of continuous employment with the Hotel and will be considered in most matters relating to a Colleague's welfare, promotions, transfers, reductions in force, compensation, etc. While length of service is an important consideration in each of these areas, the primary consideration is your performance, your ability to handle added responsibility effectively, and your record of service with the Company.

Exhibit “Q”

Employee Action Form

HOTELS & RESORTS
EMPLOYEE INFORMATION

Name Carlos Rivera	Employee Number 006867	Effective Date 1/1/08
Hotel Name DIZ	Department Champagne Bar	Department Number 0530
Original Hire Date (MM-DD-YY) 10-12-88	Position End Date (MM-DD-YY)	Job Title Bartender
<input type="checkbox"/> NEW HIRE:		FLSA Status (US) Work Group

Salary/Rate of Pay 723.4280 Per		HR Grade	Compo-Rate	Position Reporting to
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 STATUS/POSITION/DEPARTMENT/HOTEL CHANGE (FOR HOTEL CHANGES, LEAVING HOTEL MUST COMPLETE TRANSFER SECTION).

From	To
0530 Department Number (New)	
1602 Job Code (New)	
FLSA (New)	

 COMPENSATION CHANGE

Compensation	From	To	Per	% Change
Comments/Reason:	Grade	Compo-Rate	Incentive Target/Commission %	
Additional Earnings				

 TRANSFER INFORMATION (ATTACH SUPERVISOR PROFILE)

Vacation Pay sent to new Property		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number of Days	Dollar Amount Paid \$		
Pension	Plan Name	Waived	401(k)- US only	Contribution %	Over 50 Cash Up Amt Per Pay	Loan #1 % of Pay	Loan #2 % of Pay
						Loan #3 % of Pay	

 MISCELLANEOUS DEDUCTIONS:

Item	Amount	Start Date	End Date

 TERMINATION (SUPERVISOR'S EVALUATION ON DEPARTING EMPLOYEE MUST BE ATTACHED)

Reason for Leaving Category	<input type="checkbox"/> Resignation	<input type="checkbox"/> Involuntary Termination	<input type="checkbox"/> Lay Off
Details of any required payments			
* Attach payroll slip if applicable.			

APPROVALS

Manager	Current Unit		New Unit	
Non-Manager	Signature	Date	Signature	Date
Director, Human Resources	Signature	Date	Signature	Date
General Manager	Signature	Date	Signature	Date
Regional Vice President (if Department Head or above)	Signature	Date	Signature	Date
Corporate	Signature	Date	Signature	Date
	Signature	Date	Signature	Date
	Signature	Date	Signature	Date

Exhibit “R”

SPP
The Plaza

CASH RESPONSIBILITY RECEIPT

I, Carlos R. Rivera (please print name) received from The Plaza Hotel,

US\$ \$150.00 (in words US\$ One hundred Fifty Dollars)

on 1/20 entrusted to me as a cash float for the sole use by me for the business of the company carried on at The Plaza Hotel and for no other purpose, which said sum I hereby agree to be responsible for and keep at all times either in my personal control in the hotel while on duty, or deposit in the place designated by the Controller in the hotel while off duty. I agree not to borrow money from the float or cash my personal checks and adhere to The Plaza Hotel's cash handling policy as described in Annex 1.

The cash float is entrusted to me and cannot be shared, used, and or accessed by another employee. I am responsible to maintain documentation of the date and amount of the cash that is due back in the float until the General Cashier reimburses the funds. Cash shortages and overages are to be reported immediately to my Department Manager, the Controller & General Cashier.

My daily deposit must be adjusted if necessary to maintain my float at its proper amount, therefore; I must count my entire float after each shift.

I understand that at any time I may be called upon by the Auditors, Controller or such other persons as they may designate or authorize, to account for the said cash float. I hereby agree when so called upon to do so promptly and all cash must be produced at the same time. I understand that in my absence, should the hotel feel it necessary, my float box may be drilled to gain access to the float and, in this circumstance; a Manager will be asked to witness the count.

I agree to be responsible for any shortages in the cash sales originating during my shift within 30 days or by special arrangements authorized by the Controller.

I agree to pay the cost of drilling the safety deposit box should I lose the key. I acknowledge that I will be responsible for the key if it becomes lost or misplaced due to my own fault. I agree to pay a drilling and replacement fee for the lock of \$100.00. Only one key exists for the safe deposit box.

Name: Carlos Rivera

Department: M3

Employee ID: 226867

Safety Deposit Box #: 121

Key #: 121

121

Signature: Carlos Rivera

Date: 2/27/08

Float issued and witnessed by: M. A. S.

Date: 2/27/08 (BS)

A copy of this House Bank Agreement is placed in the Employee's Personnel File.

Float returned by: _____

Date: _____

Safety deposit box # _____ was cleared and the key returned to the Hotel Security

Witnessed by: _____

Date: _____